



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize this reimbursement grant with the City of Coconut Creek for the purchasing of hygiene items for the Seahawk Marketplace Food Pantry at North Campus. Revenue (in the form of a reimbursement): \$20,000.00**

**Presenter(s):** Janice Stubbs, Vice President of Student Services

### **What is the purpose of this contract and why is it needed?**

The purpose of this reimbursable grant is to help fund the purchase of basic hygiene items for the Seahawk Marketplace Food Pantries. These funds are needed because there is no funding allocated for the purchasing of hygiene items. When students visit the Seahawk Marketplace Food Pantries, they can get food for free (funded by a Florida Blue grant), and also hygiene items. Unlike the food items which have funding, we rely on grants and donations to fund hygiene items. According to the latest student survey, 42% of our students experience housing insecurities with 14% experiencing homelessness. For these students, basic hygiene items are not readily available due to not living in a steady household(they live in their cars, someone else's house, shelters, etc) and also due to cost. Financial obstacles are cited as the top obstacles our students face when trying to secure resources that will help them improve academically.

### **What procurement process or bid waiver was used and why?**

The process followed was the creation of this Minute Traq item to include an agreement and grant award letter which was to be reviewed by legal.

The procurement process followed was per the recommendation of the procurement department and Rabia Azhar. The process was supported by Dean of Business John Thornton.

### **Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? No**

### **What fund, cost center and line item(s) were used?**

n/a

### **Has Broward College used this vendor before for these products or services?**

This is not a vendor but the City of Coconut Creek. The City of Coconut Creek will reimburse the college \$20,000 for the purchase of hygiene items once the purchases have been completed and receipts have been furnished to The City. The City approached us offering this grant.

### **Was the product or service acceptable in the past?**

n/a

### **Was there a return on investment anticipated when entering this contract?**

This past academic year, the food pantries averaged about 1,000 student visits per month. Hygiene items tend to run out very quickly even after setting limits on the amount students can take. We expect for all items purchased to be quickly used by our students.

### **Was that return on investment not met, met, or exceeded and how?**

Exceeded. We tend to run out of hygiene items rather quickly, and because there is no consistent funding for these items, shelves are often empty and students who visit the pantry can't obtain hygiene items during those times.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

Yes. Improving the college experience.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**Small Business Firm (Yes, No, N/A):** No

**Broward Firm (Yes, No, N/A):** No

**FISCAL IMPACT:**

Description: The City of Coconut Creek is giving Broward College a reimbursement grant totaling \$20,000.00 The purpose of this grant is to purchase hygiene items for the Seahawk Marketplace at North Campus.

**Janice Stubbs**


Janice Stubbs, Vice President of Student Services















8/17/2023

APPROVAL PATH: 11360: City of Coconut Creek Seahawk Marketplace Reimbursement Grant

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Esmeralda Sweeney	AVP Review		 Completed	
2	Janice Stubbs	VP Review		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Legal Services Review Group	Review and Approval for Form and		 Completed	
5	<b>Board Clerk</b>	Agenda Preparation		 Completed	
6	District Board of Trustees	Meeting	06/25/24 01:00 PM	 Pending	
7	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	

**AMERICAN RESCUE PLAN ACT RELIEF PROGRAM**  
**GRANT AGREEMENT**

**THIS GRANT AGREEMENT (the "Agreement")** is made and entered into this\_\_ day of \_\_\_\_\_, 2024, by and between the City of Coconut Creek, a Florida municipal corporation ("**City**") and The District Board of Trustees of Broward College, Florida ("**Grantee**").

**W I T N E S S E T H:**

**WHEREAS**, the **City** finds that providing an American Rescue Plan Act Relief Program grant through this Agreement is necessary to enhance activity in the City by providing a stronger, more balanced and stable economy within the City as the City recovers from the impacts of COVID-19 Pandemic, and finds that the program, funded through the American Rescue Plan, will improve the prosperity and welfare of the residents of the City, increase the ability to maintain employment opportunities within the City, will help maintain and stabilize the tax base of the City, improve real estate and personal property within the City, and further finds that such purposes are valid municipal purposes under the Constitution of the State of Florida; and

**WHEREAS**, the **City** finds that Article VIII, Section 2(b) of the Florida Constitution provides that a municipality may exercise any power for a municipal purpose except as otherwise provided by law; and

**WHEREAS**, the Municipal Home Rule Powers Act, Section 166.021(4) of the Florida Statutes provides for the exercise of municipal powers for municipal purposes, unless expressly prohibited by law, and removes any limitation on such powers unless expressly prohibited; and

**WHEREAS**, the City has determined that the **Grantee** is an eligible organization which is located within the City of Coconut Creek or which provides services within the City of Coconut Creek as provided in the American Rescue Plan Act Relief Program; and

**WHEREAS**, the **Grantee** is expected to continue to provide mental health, housing, and/or job training services that will contribute to the economic recovery of the City of Coconut Creek; and

**WHEREAS**, the **City** shall not, and does not intend to, create any bond, debt, or pledge of the full faith and credit of the **City**; and

**WHEREAS**, the **City** finds the aforementioned municipal purposes constitute paramount municipal purposes.

**NOW, THERFORE**, for and inconsideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Recitations.** The recitations set forth above are incorporated as if fully set forth herein.
2. **Duties of Grantee.**
  - (a) Grantee shall provide documentation for costs including inventory; commercial lease or mortgage payments; employee salary, benefits, and funding for existing payroll; other sales, general and administrative expenses; utilities; and new equipment need to assist the business with a digital transition, as described in the program guidelines.
  - (b) Grantee will participate in an interview at the request of City regarding the impact of the American Rescue Plan Act Relief Program grant on their organization and the Coconut Creek community as a whole for data collection purposes as specified in further detail below
3. **Duties of City.** Within thirty (30) days of execution of this Agreement, the City shall reimburse up to Twenty Thousand and 00/100 Dollars (\$20,000.00) to Grantee for Grantee's Operational expenses incurred between March 3, 2021 and December 31, 2024, including but not limited to inventory, commercial lease or mortgage payments, employee salary and benefits, and funding existing payroll, other essential sales, general, and/or administrative expenses, utilities, or new equipment needed to assist the business with a digital transition (e.g. webcams for virtual trainings, software licensing for video conferencing, etc.)
4. **Time of Agreement.** The Grant Agreement shall terminate sixty (60) days after its execution according to the date first written above.
5. **Suspension and Debarment.**
  - a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Grantees are required to verify that none of the Grantees' principals (defined at 2 C.F.R. § 180.995) or their affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b) The Grantees must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c) This certification is a material representation of fact relied upon by City. If it is later determined that the Grantees did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available compliance in its lower tier covered transactions.

- d) The Grantees agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Grantees further agree to include a provision requiring such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor must discontinue all work on the appointed last day of service.
6. **Byrd Anti-Lobbying Amendment**, 31 U.S.C. § 1352 (as amended). Grantees shall hereby certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City who in turn will forward the certification(s) to the awarding agency.
7. **Compliance with 2 CFR Part 200 and ARPA**. Grantee agrees to abide by all requirements of 2 CFR Part 200 Appendix II and the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) under the American Rescue Plan Act (“ARPA”) American Rescue Act Relief Program.
8. **Termination**.
- a) **Termination for Cause: Immediate**.  
 In the event the Grantee defaults in or violates any of the terms, obligations, restrictions or conditions of this Agreement, the City may, upon written notice to the Grantee, terminate this Agreement effective immediately upon receipt of notice as provided in this Agreement. The notice for immediate termination must state the date of termination and Grantee must discontinue all work under this Agreement on that date. In the event of immediate termination, the City will have all legal and equitable remedies available to it, and may hold the Grantee liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of procurement and cover.
- b) **Termination for Cause: Time to Correct**.  
 In the event the Grantee defaults in or violates any of the terms, obligations, restrictions or conditions of this Agreement, the City may, upon written notice to the Grantee consistent with the “Notice” provisions of this Agreement, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Grantee to correct the conditions to the satisfaction of the City. In the event the Grantee has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City within the time-frame prescribed, the City may terminate the Agreement effective immediately as provided above. If the Grantee requests a hearing before the City Manager within the timeframe prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City will have all legal and equitable remedies available to it, including, but not limited to termination of the Agreement in which case the Grantee will be liable for any and all damages arising from the default and breach of the Agreement.
- c) **Termination for Convenience of City**. Upon thirty (30) calendar days written notice to the Grantee as provided in the “Notice” provisions of this Agreement, the City may without cause and without prejudice to any other right or remedy, terminate the Agreement for the City’s convenience whenever the City determines that such termination is in the best interest of the City. Where the Agreement is terminated for the convenience of the City the notice of termination to the Grantee must state that the Contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Grantee must discontinue all work on the appointed last day of service.
9. **Agreement Subject to Funding**. This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.
10. **Notices**. All notices from the Grantee to the City and the City to Grantee required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail and addressed as follows.

**TO CITY:** City of Coconut Creek  
 4800 West Copans Road  
 Coconut Creek, Florida 33063  
 Attn: City Manager

**TO GRANTEE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_

Such addresses may be changed by written notice to the other party.

- 11. **Modifications.** This Agreement may only be modified by mutual written agreement by both parties.
- 12. **Compliance with Laws.** The Grantee shall comply with all applicable laws, ordinances, and rules in the conduct of its business
- 13. **Jurisdiction, Venue and Fees.** Any disputes arising from this Agreement shall be subject to the laws of Florida and venue shall be exclusively in Broward County, Florida and in the event a party to this Agreement brings suit against the other for a breach of this Agreement, the prevailing party shall be paid reasonable attorney's fees and costs
- 14. **Third Party Beneficiaries.** The parties hereto do not intend to create any rights for third party beneficiaries under this Agreement.
- 15. **Entire Agreement between Parties.** The City and the Grantee agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein
- 16. **Defaults.** The failure of the Grantee to participate in a follow-up interview or submit the required documentation as required in Paragraphs 2.a) and 2.b) shall constitute a Default hereunder.
- 17. **Remedies.** In the event of a Default by the Grantee, the Grantee shall, at the discretion of The City, be ineligible to apply for any future grant opportunities through the City for a period of five (5) years from the termination of this Agreement.
- 18. **Government Immunity.** The Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and each party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing contained herein is intended to serve as a waiver of sovereign immunity by any party to this Agreement nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 19. **Counterparts.** This Agreement, consisting of four (4) enumerated pages may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first written above.

**CITY OF COCONUT CREEK, FLORIDA**

Attest:

\_\_\_\_\_

Joseph J. Kavanagh, City Clerk

By: \_\_\_\_\_  
Karen M. Brooks, City Manager

Approved as to legal sufficiency and form:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney

WITNESSES:

Grantee: The District Board of Trustees of Broward College,  
Florida

By: \_\_\_\_\_  
(Name printed or typed)

\_\_\_\_\_

\_\_\_\_\_

(Name printed or typed)

(Name printed or typed)

**CORPORATE**  
**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or  
\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_ (name of  
officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation  
acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on  
behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ (type of  
identification) as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp

